## REMARKS/ARGUMENTS

Favorable reconsideration of this application in light of the following discussion is respectfully requested.

Claims 1, 3-8, 25, 26, 31 and 32-37 are pending in the present application. No claims are amended by the present amendment, thus, no new matter is added.

In the outstanding Office Action, Claims 1, 7, 8, 25, 3133 and 36 were rejected under 35 U.S.C. §103(a) as unpatentable over de Groot (U.S. Patent No. 6,421,047) in view of Boyd (U.S. Provisional App. 60/185,902); and Claims 3-6, 26, 34, 35 and 37 were rejected under 35 U.S.C. §103(a) as unpatentable over de Groot and Boyd in view of Leahy et al. (U.S. Patent No. 6,219,045, herein Leahy).

In response to the rejection of Claims 1, 3-8, 25, 26 and 31 under 35 U.S.C. §103(a), Applicant respectfully requests reconsideration of these rejections and traverses the rejections as discussed next.

Amended Claim 1 recites, in part,

> virtual space information storing means for storing, in advance, virtual space information specifying a plurality of types of virtual spaces to be offered for purchase;
>
> virtual space offering means for allowing a first user of a plurality of users to select one of said virtual spaces as a user-specific virtual space leased or owned by said first user of the plurality of users; and
>
> charge controlling means for charging said first user of the plurality of users a fee to own or lease said user-specific virtual space, wherein said fee is based on the specified type of said user-specific virtual space and only said first user of the plurality of users is charged to own or lease said user-specific virtual space and the remaining plurality of users may access the virtual space without charge.

Claims 25, 31 and 32 recite similar features, however in different claim formats.

In the outstanding Office Action, Claim 1 was rejected under 35 U.S.C. §103(a) as being unpatentable over de Groot in view of Boyd. The outstanding Office Action, acknowledges on page 3 that

> De Groot is silent regarding a virtual space information specifying a plurality of types of virtual spaces to be offered for selection; a 'charge controlling means for charging said first user of the plurality of users a fee to own or lease said user-specific virtual space, wherein said fee is based on the specified type of said user-specific virtual space and only said first user of the plurality of users is charged to own or lease said user-specific virtual space and the remaining plurality of users may access the virtual space without charge.

However, the outstanding Office Action relies on Boyd as curing this deficiency in de Groot.

Boyd describes a system for fostering relationships between persons by enabling an inviting user to create an invitation for social events. Further, Boyd describes that the inviting user can post an invitation on a webpage or bulletin board. Finally, Boyd describes that a fee may be charged for each invitation posted and/or each invitation accepted.

The outstanding Action states on page 3 that "Boyd discloses "A fee may be charged for each invitation posted (to the subscriber), and/or each invitation accepted". It is understood that if a fee is charged to the subscriber, based on the operator "or" used in the sentence, it may not be charged to the other users accepting the invitation. Therefore this disclosure reads on Applicant's limitations." Applicants respectfully traverse this assertion.

Specifically, Applicants respectfully submit that nowhere does Boyd state that ***only said first user of the plurality of users is charged*** to own or lease said user-specific virtual space and the remaining plurality of users may access the virtual space without charge. In contrast, Boyd describes that the invitation accepting party maybe charged. In other words, the description of Boyd makes it clear that charging the invitation accepting party is part of the disclosed system. In contrast, Claim 1 clearly states that only the first user of the plurality of users is charged.

As noted in MPEP §2141.02 "[a] prior art reference must be considered in its entirety, i.e., as a whole, including portions that would lead away from the claimed invention."

Therefore, after considering the Boyd reference as a whole it is clear that Boyd is not disclosing a system that is designed to only charge only an inviting party and let the invited parties access the invitation without charge.

In addition, Applicants respectfully submit that the "invitation" described in Boyd is not equivalent to the virtual space recited in Claim 1. Specifically, Claim 1 recites virtual space information specifying a plurality of types of virtual spaces to be offered for purchase.

The outstanding Action states on page 3, line 11 that the "webpage, bulletin board" described in Boyd is equivalent to the plurality of types of virtual spaces to be offered for purchase. Further, the outstanding Action states on page 3, line 14 that the user-specific virtual space is equivalent to an "invitation posted." In addition, the outstanding Action again equates on page 3, lines 18-22 the "posted/accepted invitation" of Boyd with the virtual space recited in Claim 1.

In other words, the outstanding Action is equating the owning/leasing recited in Claim 1 with the "posting an invitation" described in Boyd, Further, the outstanding Action is equating the virtual space of Claim 1 as being equivalent to the "webpage" or a "bulletin board" described in Boyd.

However, Applicants respectfully submit that Boyd does not describe or suggest that the fee is based on ***the specified type of said user-specific virtual space*** and only said first user of the plurality of users is charged to own or lease said user-specific virtual space and the remaining plurality of users may access the virtual space without charge.

Specifically, even if it assumed *arguendo* that the "webpage, bulletin board" is equivalent to the virtual space (a proposition Applicants reject), Boyd does not make a determination on fees based on where the invitation is posted, i.e. one fee determination if the invitation is posted to a "bulletin board" and a different fee determination if the invitation is

posted to a "webpage." In Boyd, the charge is determined based merely on whether an invitation is posted, not the type of posting location.

In addition, Applicants respectfully traverse the assertion that posting an invitation of a webpage or bulletin board is equivalent to owning or leasing a virtual space. Specifically, the term "owning or leasing" denotes the idea of control over an object. Once a user posts the invitation on the website / bulletin board in Boyd, the user looses control over the invitation. In addition, the fee charged in Boyd is for ***posting*** the invitation not for controlling the webpage/ bulletin board or the invitation posted on it.

Accordingly, Boyd does not cure the above noted deficiencies of de Groot with respect to the charge controlling means and the virtual space information recited in Claim 1.

Further, Leahy does not cure the above noted deficiencies of de Groot and Boyd with respect to the above noted features of Claims 1, 25, 31 and 32.

Accordingly, for the above reasons, Applicant respectfully submits that Claims 1, 25, 31 and 32, and claim depending therefrom, are patentable over de Groot, Boyd and Leahy considered individually or in any proper combination.

Consequently, in light of the above discussion and in view of the present amendment, the present application is believed to be in condition for allowance and an early and favorable action to that effect is respectfully requested.

Respectfully submitted,

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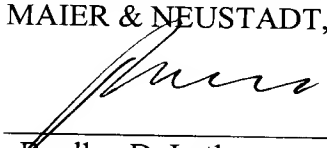

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